

CONTRACT FOR PROFESSIONAL SERVICES

This Contract commences on _____, 2006, by and between the State of Arizona, acting by and through the Arizona Department of Gaming, hereinafter "the Department," and _____, hereinafter "Contractor."

It has been determined, pursuant to A.R.S. § 41-2536, that competition is not practicable on the basis that the Department seeks to contract with all qualified professionals, based on the criteria set forth in the attached Scope of Work, who can provide outpatient treatment services for problem and pathological gambling.

Now, therefore, it is agreed between the parties as follows:

1. General: Contractor agrees to perform professional services to the Department as set forth in the attached Scope of Work.
2. Rates and Expenses: The Department agrees to pay Contractor for services under this agreement pursuant to the attached Rate Sheet.
3. Confidentiality: The Contractor shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information obtained and/or prepared by the Contractor in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees other than to employees of the Department as needed for the performance of its duties under the Contract. Persons requesting such information shall be referred to the Department.
4. Billing: Contractor shall prepare monthly billings for services rendered, which shall be submitted to Department on or before the fifteenth (15) day of each month following the month in which services were rendered and approved in accordance with the Office of Problem Gambling, Treatment Assistance Program Provider Manual. These billings will be paid within thirty (30) days following submission of an approved bill. Such billing shall be itemized to the satisfaction of the Department. Because the Department is bound by certain fiscal laws requiring that it only make payment for services rendered or costs incurred during the fiscal year in which the services were performed or costs incurred, Contractor is required to submit a billing for all services performed and not already paid for prior to the close of each fiscal year in which such services were performed. Arizona's fiscal year begins on July 1 and ends on June 30 of each calendar year. Failure of Contractor to submit a bill for services performed will result in Contractor being unable to obtain payment for services incurred during that fiscal year.
5. Limitation: Contractor is retained by the Department only for the purposes and to the extent set forth in this agreement. Contractor shall not engage in matters that are adverse to the

Department at the same time Contractor is providing services to the Department pursuant to this agreement, unless a written waiver is first obtained from the Department of Gaming.

6. Furnishing of Materials: Contractor shall furnish to Department of Gaming, copies of all material, reports, and correspondence prepared or received in performance hereunder.
7. Notice: When notice or correspondence is required to be sent to the Department, it shall be sent to the Department of Gaming, 202 East Earll Drive, Suite 200, Phoenix, Arizona 85012, Attention: Paul A. Bullis, Director.
8. Subcontracts: No subcontracts shall be made by Contractor with any other person for furnishing any work or services under this agreement without prior written approval of the Department of Gaming.
9. Other Contracts: The Department shall have the right to allow other contracts in connection with the work under this agreement, including obtaining identical and/or similar services from other providers at any time in conjunction with, or in replacement of, the Contractor's services.
10. Amendments: Any change in the Contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Department of Gaming. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation, if applicable, and entitled as a "Contract Amendment", and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the Contract.
11. Compliance with Statutes: Contractor shall comply with all applicable federal and state statutes, executive orders and regulations, and other requirements.
12. Waiver: The failure of the Department at any time to require performance of any provision of this agreement shall in no way effect the right of the Department thereafter to enforce such provision. Nor shall the waiver of any succeeding breach of such provision act as a waiver of the provision itself.
13. Termination: The Department and the Contractor shall have the right to terminate this agreement in whole or in part with or without cause and without penalty or further obligation thirty (30) days following written notice thereof. Contractor will ensure that all persons receiving services under this agreement will either continue to receive needed services without Department reimbursement or are referred to another appropriate provider in accordance with professional ethics and standards. This agreement may be terminated immediately by the Department if the safety of the public is compromised in any way. Contractor shall be paid the

agreed compensation for services rendered through the date of termination of this agreement. Contractor shall deliver to the Department all materials, information, and data prepared or acquired by Contractor in performance of this Contract as of the date of termination. This Contract will otherwise terminate on January 31, 2007.

14. Cancellation for Conflict of Interest: Pursuant to A.R.S. § 38-511, if any person significantly involved in initiating, securing, drafting, or creating this agreement on behalf of the Department is, at any time, while the agreement or any extension of the agreement is in effect, an employee of the Contractor, in any capacity, or a consultant to Contractor with respect to the subject matter of this agreement, the State of Arizona may cancel said agreement without penalty or further obligation. Cancellation shall be effective when written notice from the governor is received by the parties unless notice specifies a later time.
15. Disputes: Disputes arising under this Contract shall be resolved as provided by A.R.S. §§ 41-2615 and 12-1518.
16. Audit of Records: Pursuant to A.R.S. §§ 35-214 and 35-215, Contractor shall retain, and require all of its subcontractors to retain, for inspection and audit by the State of Arizona all books, accounts, reports, files, and other records relating to billing and performance of this Contract for a period of five years after its completion. Upon request by the Department, a legible copy of all such records shall be produced by the Contractor at the administrative offices of the State Auditor General. The original and all such records shall also be available and produced for inspection when audit is needed to verify the authenticity of a copy.
17. Entire Agreement: It is expressly agreed that this written agreement embodies the entire agreement of the parties in relation to the subject matter and that no understanding or agreements, verbal or otherwise, exist between the parties.
18. Applicable Law: This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §§ 41-2501 *et seq.*) and the administrative rules promulgated there under (A.A.C. R2-7-901 *et seq.*)
19. Independent Contractor: It is mutually agreed that Contractor shall be an independent Contractor in performance of this agreement and shall not be considered an employee of the State of Arizona by virtue of such agreement.
20. Term of Contract: The term of the Contract shall commence upon the date set forth in the first paragraph of this document and shall remain in effect until January 31, 2007, unless canceled, terminated, or extended by amendment as otherwise provided herein.
21. Contract Renewal: The Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The State shall have the right, at its sole option, to renew the Contract for up to four (4) additional periods of one (1) one-year or a portion thereof upon the Contractor's submission of a renewal application,

which will be provided by the Office of Problem Gambling, verifying completion of the requirements found in Section IV.A of the Scope of Work. If the State exercises such rights, all terms, conditions, and provisions of the original Contract shall remain the same and apply during the renewal period unless otherwise amended as provided herein.

22. Insurance: Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

22.1 Commercial General Liability with minimum limits of \$1,000,000 per occurrence, and an impaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this Contract. The policy shall include coverage for:

- i. Bodily Injury;
- ii. Broad Form Property Damage (including completed operations);
- iii. Personal Injury;
- iv. Blanket Contractual Liability;
- v. Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation, or termination of the services or work defined in this Contract;
- vi. Fire Legal Liability.

22.2 Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death, or property damage arising out of the ownership, maintenance, or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this Contract.

22.3 Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers' Compensation statutes, as follows:

Workers' Compensation (Coverage A):	Statutory Arizona benefits;
Employers Liability (Coverage B):	\$ 500,000 each accident;
	\$500,000 each employee/disease;
	\$1,000,000 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

22.4 Professional Liability Insurance with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000

with respect to this Contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this Contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract and, at the discretion of the State of Arizona, shall include one of the following types of Professional Liability policies:

- Directors and Officers
- Errors and Omissions
- Medical Malpractice
- Druggists Professional
- Architects/Engineers Professional
- Lawyers Professional
- Teachers Professional
- Accountants Professional
- Social Workers Professional
- Other (Specify profession from Scope of Work)

The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

- 22.5 The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of Contract signature.
- 22.6 Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this Contract, and shall identify this Contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies, and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days' prior written notice has been given to the State of Arizona. All coverages, conditions, limits, and endorsements shall remain in full force and effect as required in this Contract.
- 22.7 Failure on the part of the Contractor to meet these requirements shall constitute a material breach of Contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all moneys so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any moneys due to the Contractor. Costs for coverages broader than those required, or for limits in excess of those required, shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards, and Commissions.

Within fifteen (15) days following notification of award, certificates of insurance must be submitted to the State Procurement Office, clearly stating the applicable Contract number, effective date(s) of coverage, and limits of liability required pursuant to the Contract.

23. General Indemnification: To the extent permitted by A.R.S. §§ 41-621 and 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
24. Availability of Funding: The Contractor is not assured of either the availability of funding, authorization to bill for a particular client, a payment in full of an amount billed, or referrals. Funds are not presently available for performance under this Contract beyond the current fiscal year. The State's obligation for performance of this Contract beyond this fiscal year is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
25. Non-Discrimination: The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
26. Third Party Antitrust Violations: The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.
27. Licenses: All gambling treatment counselors providing treatment service under this Contract are required to maintain all relevant license(s) throughout the duration of this Contract. Contractor is required to notify the Office of Problem Gambling in writing of any disciplinary actions brought by the Board of Behavioral Health Examiners or changes in licensure status. Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor.
28. Compliance with Federal Immigration Laws and Regulations: Contractor shall comply with Executive Order 2005-30, which mandates as follows: 1) Contractor shall, and by signing this agreement does, warrant that it is in compliance with all federal immigration laws and regulations; 2) Contractor shall take affirmative action to ensure that all subcontractors of the Contractor execute similar warranties; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and

including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its warranties.

29. Health Insurance Portability and Accountability Act of 1996: The Contractor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations and all applicable HIPAA requirements in the course of this Contract. Contractor guarantees that it will cooperate with the State in the course of performance of the Contract so that both parties will be in compliance with HIPAA. The Contractor will sign any documents that are reasonably necessary to keep the State and the Contractor in compliance with HIPAA.